

Julfar Towers, Proposed B+G+43 Mixed Use Development

Ras Al Khaimah,
UAE

Main Contract Works

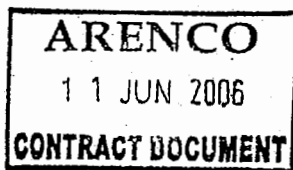
Volume No. 1

Instructions to Tenderers
and
Conditions of Contract

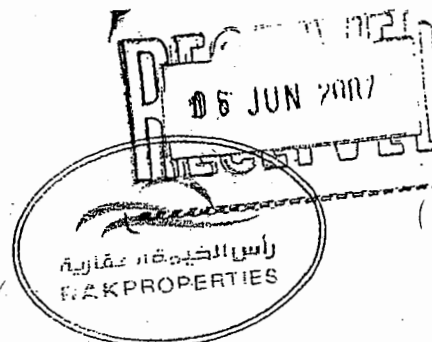
Employer
RAK Properties
Ras Al Khaimah UAE.

Quantity Surveyor
Blair Anderson
PO Box 53827
Dubai, UAE

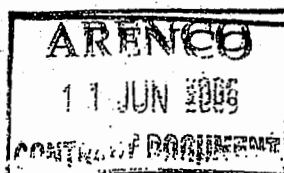
Main Consultants
ARENCO
PO Box 2622,
Dubai, UAE.



شركة الحمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH



شركة الحمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH



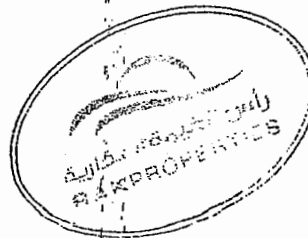
CONTRACT AGREEMENT

This Agreement made the 6th day of the month of May in the year 2007
Between RAK PROPERTIES, P.O. BOX 31113, RAS AL KHAIMAH, U.A.E. (hereinafter
called the "Employer") of the one part and M/s. AL HAMAD CONTRACTING COMPANY
P.O. BOX 6275, SHARJAH, U.A.E. (hereinafter called the "Contractor") of the other part.

Whereas the Employer is desirous that certain Contract Works should be executed by the Contractor, viz (1873) B+G+43 Mixed Use Development Julfar Towers, on Plot No. 5 at Dafan Nakheel, Ras Al Khaimah and has accepted a Tender for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (1) the Letter of Acceptance ref. 605/06/COO/RAKP dtd. 11/06/2006 Appendix (A);
 - (2) the said Tender;
 - (3) the Conditions of Contract Part I and Part II;
 - (4) the General and Particular Specifications;
 - (5) the Drawings;
 - (6) the Pricing Documents;
 - (7) the Instructions to Tenderers;
 - (8) the Soil Report and Noc's; and
 - (9) the letters and attachments numbered 1 to 18 hereto annexed (Appendix 'B')
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.



CONTRACT AGREEMENT (Cont'd.)

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein, the sum of Arab Emirates Dirhams (in words) Arab Emirates Dirhams : FOUR HUNDRED TWENTY EIGHT MILLION ONLY (figures) AED 428,000,000/-

(hereinafter referred to as the "Contract Price") or such other sum as may become payable in accordance with the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. a) Contract Price : Dhs.428,000,000.00
b) Mobilization Period : Nil
c) Commencement Date : 11th June 2006
d) Project Construction Start Date : 28th August 2006 -
e) Project Completion Date : 26th August 2008
(Including Mobilization)
f) Liquidated & Ascertained Damages : Dhs.235,000/- per Day (Limited to 10 % of the Contract value)
g) Defects Liability Period : 365 Days.

In Witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

CONTRACTOR

Signature

MR. EZZAT SAHAWNEH (GENERAL MANAGER)

in the capacity of

CHAIRMAN

being duly authorized to sign and on behalf of the Contractor..

Witness : Signature

MR. EZZ AZMI WATSON (CONTRACTS MANAGER)

Name & Address : AL HAMAD CONTRACTING COMPANY

P.O. BOX: 6275, SHARJAH - U.A.E.

EMPLOYER

Signature

in the capacity of

Managing Director & CEO

being duly authorized to sign and on behalf of the Employer.

Witness : Signature

Name & Address : RAK PROPERTIES, RAS AL KHAIMAH

APPENDIX 'B' (INCLUDING APPENDIX 'C')

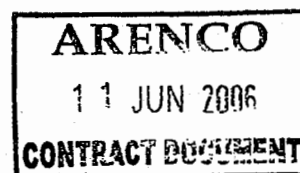
(LETTERS AND ADDENDA FORMING PART OF THE AGREEMENT)

1. Arencos letter ref. 05/1873-TI/D dated 31.12.2005
2. Arencos letter ref. 05/1873-Add # 1/D dated 31.01.2006
3. Arencos letter ref. 05/1873-Add # 2/D dated 19.02.2006
4. Arencos letter ref. 05/1873-Add # 3/D dated 20.02.2006
5. Arencos letter ref. 05/1873-Add # 4/D dated 02.03.2006
6. Arencos letter ref. 05/1873-Add # 5/D dated 06.03.2006
7. Arencos letter ref. 05/1873-Add # 6/D dated 07.03.2006
8. Arencos letter ref. 05/1873-Add # 7/D dated 08.03.2006
9. Arencos letter ref. 05/1873-Add # 8/D dated 08.03.2006
10. Arencos letter ref. 05/1873-Add # 9/D dated 18.03.2006
11. Arencos letter ref. 05/1873-Add # 10/D dated 21.03.2006
12. Al Hamad Cont. Co. letter ref. AH/06/T093 dated 25.03.2006 (Tender Subm.)
13. Al Hamad Cont. Co. letter ref. AH/06/T352 dated 28.09.2006
14. Email dated 8th October.2006 11.53 AM (MoM held on 2nd October 2006)
15. Arencos letter ref. 05/1873/Office-SoW/D dated 11.10.2006
16. Arencos letter ref. 05/1873/Office-MoM/D dated 12.10.2006
17. Al Hamad Cont. Co. letter ref. AH/EW06/T412 dated 18.11.2006
18. Arencos letter ref. 05/1873-Drgs/D dated 26.11.2006

Project No. 1873
Agreement
B+G+43 Mixed Use Development
Contract
Julfar Towers, Ras Al Khaimah



Contract
Lum Sum



البنك التجاري الدولي
Commercial Bank International P.S.C.



Main Branch
CUS/010039/G260/00

الفرع الرئيسي

Ref.

الرقم

Date 07/2006

التاريخ

RAK Properties,
Ras Al Khaimah,
Ras Al Khaimah, UAE

Our Guarantee No. CUS/010039/G260/00 For AED.42,800,000/-

436
111
PB

Contract: Performance Guarantee For Construction & Completion
of Jufar Towers at Ras Al Khaimah U.A.E..
For B+G+43 Mixed Used Development

Contractor : Al Hamad Contracting Co., P.O.Box.6275,
Sharjah, U.A.E.

Value of Contract: AED.428,000,000/- (AED.Four Hundred Twenty
Eight Million Only)

1.We hereby guarantee to pay to the RAK Properties a sum of
AED.42,800,000/- (AED. Forty Two Million Eight Hundred Thousand
Only) representing Ten Percent (10%) of the Contract Sum, as a
guarantee for the due and proper performance of the contract.

2.This Guaranteed sum shall be paid to the RAK Properties upon first
demand without proof or conditions.

3 This Guarantee shall be valid upto Municipality taking over certificate.

Thanking You,

Commercial Bank International P.S.C.,

AUTHORIZED SIGNATORIES.



[Signature]

01 AUG 2006

شركة الخدمات لمقاولات البناء
AL HAMAD BLDG. CONT. CO. L.L.C.

Ref. :

Date: 23rd December 2012
AHC/ES/CBI-1212/01

الإشادة :
التاريخ :

M/S : COMERCIAL BANK INTERNATIONAL
DUBAI - U.A.E.

ATTN : THE MANAGER

SUB: PERFORMANCE GUARANTEE #00001020801415 FOR AED 42,800,000/-

Dear Sir,

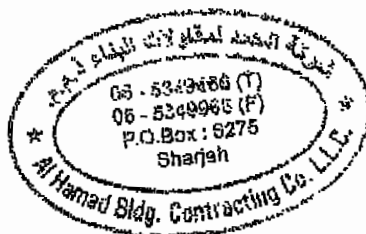
With reference to the above mentioned subject, please amend the guarantee as below:-

- Extend the validity date up to 31/03/2013 as per the agreed rate with Mr. Nashat Sahawneh.

All other terms and conditions remain unchanged.

Yours faithfully,
For Al Hamad Bldg. Contracting Co. LLC.

Ezzat Sahawneh
GENERAL MANAGER



HEAD OFFICE

PAGE 01/02

Tel: 06-5349966 Fax: 06-5349966

AL-HAMAD H/OFFICE

065348778

16/02/2013 16:51

الكتاب الرئيسي:
ص.ب : 1175، الشارقة
مكتبة دبي



February 14, 2013
Ref: 70/RAKP/CEO/Fin/2013

Mr. Hashem Abu Hanak
Team Leader Corporate Banking Group
Commercial Bank International
Head Office
P. O. Box 4449
Dubai
U. A. E.
Ph. : 00971 4 2275 265
Fax : 00971 4 2285 279

Dear Mr. Hashem,

Re: M/S. Al Hamad performance Guarantee No. 00001020801415

Please refer to the Performance Guarantee number 00001020801415 for AED 42,800,000 for our project Julfar Tower Ras Al Khaimah, issued by your bank in favour of RAK Properties on behalf of M/S. Al Hamad Contracting Co. , P.O Box 6275 Sharjah, UAE.

In this regard we would like to inform you that the defect liability certificate is not yet issued since Ms. Al Hamad have not fulfilled their contractual obligation and hence the contract is not considered complete as per clause 62.1 of the Condition of Contract.

M/S Al Hamad failed to fulfill their contractual obligation despite our various reminders and meetings with them to resolve the issues.

Therefore we would like you to immediately liquidate the above performance guarantee in full in our favour and transfer the fund in our bank account Number 10-001-064660-0 with your bank, and confirm to us in return.

Sincerely,



Mohammad Sultan Al Qadi
M. D. & Chief Executive Officer

C.C. Al Hamad Contracting Co.,
A-COO, SMC-CC, DOF, (RAKP),

Wael Sahawneh

From: Hashem Abu Hanak [Hashem.Hanak@cbi.ae]
Sent: Thursday, February 14, 2013 6:06 PM
To: Wael Sahawneh
Cc: Ashraf Samir; Pradeep Cryshantha; Shaji Kuruvilla Itty; Rasha Salah Mohammed; Mohammed Jalal
Subject: CBI Al Hamad Performance Guarantee
Attachments: ref FIN 70-13 CBI Al Hamad Performance Guarantee.pdf

Dear Wael,

Please find attached an official claim received from RAK Properties requesting to liquidate the performance bond amounting AED 42.8 M with immediate effect.

Kindly be noted that the guarantee, which we issued on your behalf to RAK Properties is unconditional with auto renewable clause, which is extended to you based on your relationship with CBI.

In view of the beneficiary's (RAK Properties) claim, we have to commit our liability & liquidate the guarantee by debiting your account No. 100010647324 for the said guarantee amount along with charges, if any.

We are fully aware that you will completely stand with CBI at this juncture.

Based on the above, you are kindly requested to arrange the fund to avoid excess interest charged @ 13% p.a. on the account.

We await your full cooperation.

Official letter from the bank in this regard will be forwarded to you shortly.

Thanks & Best Regards,

Hashem Abu Hanak

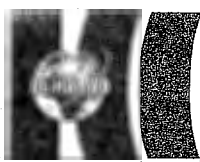
Team Leader- corporate banking group
commercial Bank International PSC

AL Fahad Building, 7th floor
Deira, AL Riqqa Road
Dubai, UAE

Tel : 0097142608105
Fax : 0097142225964
Mobile : 00971506252207

www.cbiauae.com

Disclaimer: This electronic message and all contents contain information from Commercial Bank International P.S.C which may be privileged, confidential or otherwise protected from disclosure. The information is intended to be for the addressee only. If you are not the addressee, any disclosure, copy, distribution or use of the contents of this message is prohibited. If you have received this electronic message in error, please notify the sender immediately and destroy the original message and all copies. Opinions, conclusions and other



شركة الحمد لمقاولات البناء ذ.م.م. AL HAMAD BLDG. CONT. CO. L.L.C.

ISO 9001
BUREAU VERITAS
Certification
N° 00000



Ref. :

Date:

16th February 2013

الإشارة :

التاريخ :

M/s **Commercial Bank International**
Dubai, U.A.E.
To: **Mr. Hashem Abu Hanak - Team Leader- Corporate Banking Group**
Project: **Julfar Tower, RAK**
Subject: **Performance Guarantee No. 0000102080**

Dear Sir,

Further to your email dated 14th February 2013, with regards to the above mentioned subject, it is to our surprise and disbelief that the client is writing to you to try and liquidate the Performance Guarantee.

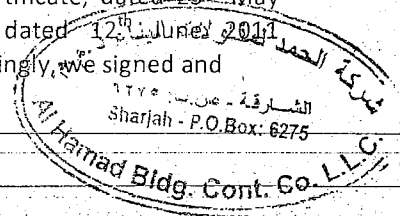
We would like to point out the following facts.

1. As per Clause 10.3 of the Conditions of Contract (attachment no. 1) the Employer must give the Contractor prior notice, stating the nature of the default for which they intend to claim under the Performance Security.

Rak Properties did this (attachment no. 2), but at the same time as they issued the letter to your good office, thus giving no 'prior' notice. Contractual a reasonable time frame should be allowed for us to respond or rectify such defaults.

In this instance the Employer is claiming that that the default is due to not completing the project on time. However, we have submitted several Extension of Time claims to which the consultant has simply rejected due to insufficient information, which we reject in full.

2. They are claiming to liquidate the Performance Security under Clause 62.1 (attachment no. 3), this is the incorrect Clause in which they are able to do this.
3. On the 16th January 2011 the Building Completion Certificate was issued from the Government of Ras Al Khaimah Municipality(attachment no. 4).
4. On 2nd February 2011 the Ministry of Interior, Civil Defense for Ras Al Khaimah, issued the Civil Defence completion certificate (attachment no. 5).
5. In June 2011, the consultant issued the Practical Completion Certificate, dated 25th May 2011, through their letter reference 05/1873/RAK/AH/3912, dated 12th June 2011 (attachment no. 6), this meaning the project is handed over. Accordingly, we signed and



HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E.

DUBAI BRANCH

R.A.K. BRANCH

Tel.:06-5349666

Tel.:04-2974335

Tel.:07-2334700

Fax:06-5349966

Fax:04-2974336

Fax:07-2334755

فاكس: ٠٦-٥٣٤٩٩٦٦

فاكس: ٠٤-٢٩٧٤٣٣٦

فاكس: ٠٧-٢٣٣٤٧٥٥

هاتف: ٠٦-٥٣٤٩٦٦٦

هاتف: ٠٤-٢٩٧٤٣٣٥

هاتف: ٠٧-٢٣٣٤٧٠٠

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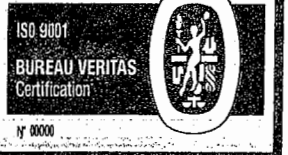
ص.ب. : ١٢٧٥، الشارقة

مكتب دبي

مكتب رأس الخيمة



شركة الحمد لمقاولات البناء ذ.م.م.
AL HAMAD BLDG. CONT. CO. L.L.C.



Ref. :

الإشارة :

Date :

التاريخ :

6. stamped, and returned it under the cover of our letter reference AHD/EZ11/T1444, dated 25th September 2011 (attachment no. 7).

7. The building has been lived in since May 2011. Please see attached letter reference dated 25th May 2011 (attachment no. 8).

8. Following the issue of the Practical Completion Certificate dated 25th May 2011, the Defect Period should expire on 25th May 2012. To date no defects snagging list has been issued to us, so we have to ask, how can we finish works which we are not aware of?

9. As per the attached schedule, dated 24th June 2012 (attachment no. 9), it can be seen that all parties, client, consultant and facilities management took training and hand over of all systems, therefore if our work is not completed how can we give training and hand over of all systems?

10. As per our letter reference AHJ 411/ES/6185, dated 15th May 2012 (attachment no. 10), and AHJ411/ES/6186, dated 16th May 2012 (attachment no. 11), we are requesting the release of the Performance Bond and the release of our Final Payment due to the defects period being completed.

11. In November 2012, we received letter with reference 05/1873/AH/4149, dated 22nd November (attachment no. 12), through which the consultant is claiming many works are not completed. We replied to their letter on 28th November through our letter reference AHJ 411/ES/6557 (attachment no. 13), clearing proving that all of the items they are claiming as incomplete have been completed and attached with our letter all evidence. To date we have had not had a response to our reply.

To summarize it can clearly been seen that we have fulfilled all of our obligations within the contractual time scales set out in our contract and due to other reasons, such as delayed payment, and Extension of time claims which are ongoing disputes with the Employer with a value of AED 134 million in our favor.

Accordingly, in taking in to consideration all of the above evidence, which proves that we have fulfilled all of our obligations under the contract, and that the Employer is not following the contract and its procedures, we urge you not to liquidate the Performance Guarantee in order to avoid further claims or damages.

Yours faithfully,

For Al Hamad Bldg. Contracting Co. LLC.

Nashat F. Sahawneh

CHAIRMAN



HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E.

DUBAI BRANCH

R.A.K. BRANCH

Tel.:06-5349666

Tel.:04-2974335

Tel.:07-2334700

Fax:06-5349966

Fax:04-2974336

Fax:07-2334755

هاتف: ٠٦-٥٣٤٩٦٦٦

هاتف: ٠٤-٢٩٧٤٣٣٦

هاتف: ٠٧-٢٣٣٤٧٠٠

فاكس: ٠٦-٥٣٤٩٩٦٦

فاكس: ٠٤-٢٩٧٤٣٣٦

فاكس: ٠٧-٢٣٣٤٧٠٠

المكتب الرئيسي:

ص.ب. : ١٢٧٥، الشارقة

مكتب دبي

مكتب رأس الخيمة

①

Julfar Towers,
Ras Al Khaimah, UAE
Main Contract Works



Section 4.1

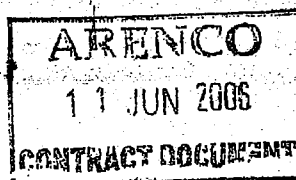
Part I – General Conditions

FIDIC Conditions of Contract for Works of Civil Engineering Construction
Fourth Edition 1987
Reprinted 1992 with further amendments



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P. O. Box 6275 SHARJAH



Period of Validity of Performance Security	10.2	The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.
Claims under Performance Security	10.3	Prior to making a claim under the performance security the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.
Inspection of Site	11.1	<p>The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.</p> <p>The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:</p> <ul style="list-style-type: none"> (a) the form and nature thereof, including the sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and (d) the means of access to the Site and the accommodation he may require, <p>and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.</p> <p>The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.</p>
Sufficiency of Tender	12.1	The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
Not Foreseeable Physical Obstructions or Conditions	12.2	<p>If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:</p> <ul style="list-style-type: none"> (a) any extension of time to which the Contractor is entitled under Clause 44, and (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

Julfar Towers,
Ras Al Khaimah, UAE
Main Contract Works



Section 4.2

Part II – Conditions of Particular Application



شركة الحمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH

شركة الحمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH

ARENCO

11 JUN 2006

Performance
Security

Add new sub clause:

- 10.4 Where the Performance Security is in the form of a bank guarantee, it shall be issued by a "First Class" bank located in UAE.

Programme to
be submitted

- 14.1 Add the following:

The time within which the programme shall be submitted shall be 14 days

The Contractor shall at the same time discuss and agree with the Engineer times for receipt of information required. The programme shall be separated into sections to show how the various sections of the work are to be integrated and shall incorporate in detail the work of all Sub-Contractors, nominated or otherwise. The programme shall be in the form of a detailed bar chart with declared logic constraints. It should be computer generated and readily available in electronic data format to be altered and adapted to suit events on site. The computer print out should be in a clear format and presented in a compact and readable manner.

The Contractor must be aware that he will be working alongside other contractors and must therefore allow in his programming for coordination with other contractors.

Cash Flow
Estimate to
be submitted

- 14.3 The time within which the detailed cash flow estimate shall be submitted shall be 14 days.

Add:

The cash flow shall be updated whenever a revised construction programme is issued.

Language
ability of
Contractor's
Representative

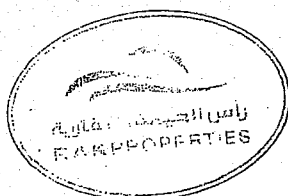
- 15.2 Add new clause:

The Contractor's authorised representative shall be fluent in the English language.

Language
ability of
Superintending
Staff

- 16.3 Add new clause:

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language.



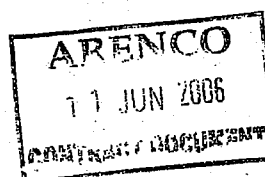
شركة احمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH

Volume 1 - Instructions to Tenderers and
Conditions of Contract

23 of 44

Tender

شركة احمد لمقاولات البناء
Al Hamad Contracting Co.
P. O. Box 6275 SHARJAH



411 X
ALI RAK

To File 2
للجنة في علفا شروع
16-2-13

Ref: RAKP/MD&CEO/024/2013
14 February 2013

M/s. Al Hamad Contracting Co.
P.O. Box 6275
Ras Al Khaimah - United Arab Emirates
Tel: 06 534 9666 / 04-3300 360
Fax: 06 534 9966 / 04-3300 306

Attention: Mr. Nashat Sahawneh (Chairman)

Project : Julfar Towers - B+G+43 Commercial, Residential and Office Building
Subject : Performance Guarantee

Under Sub-Clause 10.3 of the Contract, we are required to notify you of any claim that will be made under the performance security, stating the nature of the default in respect of the claim to be made.

This letter constitutes notice under Sub-Clause 10.3 of the Contract that we will be making a claim under the performance security.

Without limiting other bases of default, the nature of the default in respect of the claim to be made is your failure to comply with the Time for Completion in accordance with the Contract.

Yours sincerely,
For RAK Properties PJSC

Mohammed Sultan Al Qadi
Managing Director & CEO



Mr. Nashat
Mr. Thameen

16-2-2013

Time for Payment 60.10 The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Employer. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix to Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

Approval only by Defects Liability Certificate 61.1 Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute approval of the Works.

Defects Liability Certificate 62.1 The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

Unfulfilled Obligations 62.2 Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Remedies

Default of Contractor 63.1 If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

(a) has repudiated the Contract,

(b) without reasonable excuse has failed

(i) to commence the Works in accordance with Sub-Clause 41.1, or

(ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,



2/3

حكومة رأس الخيمة - دائرة الطيران المدني

Government of Ras Al Khaimah - Department of Civil Aviation

Attn: Mr. Fakhri Sahowneh

Chairman's office

مكتب رئيس الدائرة

DCA/SQ3317/2011

1 June 2011

Engr. Yasser Al Zoubi
Sr. Project Manager
Al Hamad Bldg. Cont. Co. L.L.C
Abu Dhabi

After Greetings

Subject: NOC for the Helipad- Julfar Towers at Ras Al Khaimah

Reference to your letter dated 12 April 2011 concerning of the following:

Helipad - Julfar Twin Towers at Ras Al Khaimah

The Department of Civil Aviation, Ras Al Khaimah has no objection for the proposed helipad operations, provided the design is in accordance with the ICAO Annex 14, Part 2, which describes the physical characteristics, planning and operations of helipads. Furthermore, the helicopter operators must comply with the UAE Civil Aviation Regulations, CAR Ops 3 and the following conditions should be applied:

For the Consultant:

1. The building shall be equipped with an aircraft warning day/night dual lighting system in accordance with United Arab Emirates General Civil Aviation Authority (GCAA).
2. The required aeronautical lighting shall be connected to a standby power source.
3. The building owners formulate and implement procedures for the regular inspection and maintenance of the lighting system. The procedures shall include the requirement to immediately notify Ras Al Khaimah Department of Civil Aviation (DCA) of any degradation to the lighting system. In keeping with normal aviation practice, these procedures shall be approved by the RAK DCA.
4. The finding which been discussed with consultants with regard to the marking of obstacles at the Helipad to be followed (Red and White) including the elevated edge lights could endanger helicopter operations.
5. In the absence of Aiming points lights, Flood Lights is recommended and the light direction shall be in away to avoid to avoid glare to pilots in flight or to personnel working on the area.



ص.ب: 501، رأس الخيمة، إ.ع.م.، مباشر: (971 7) 244 8343، بدالة: (971 7) 244 9111، فاكس: (971 7) 244 8861

P.O.Box: 501, Ras Al Khaimah, U.A.E., Dir: (971 7) 244 8343, Opr: (971 7) 244 9111 Fax: (971 7) 244 8861

SITA: RKTAPXH, E-mail: dcarkt@emirates.net.ae, Website: www.rakdca.com

3/3

6. Fire Safety in the helipad to be maintained and under continuous maintenance and inspection at the same time. The rescue and fire fighting service should be immediately available on or in the vicinity of the heliport while helicopter movements are taking place.

For RAK Tower

1. Notification of the helipad operation to be communicated to RAK tower including the helipad coordinates as following
 - a. For the office tower E395754.415 & N2852987.331
 - b. For the residential tower E395689.230 & N2853006.688
2. Normal Procedures for VFR Flights in RAK controlled airspace will apply to any operator will operate into the helipad.
3. Due to the close proximity of the both helipads (68 meters) Simultaneous approaches are not allowed unless a safety case has been developed in coordination with the helipad users.
4. If required the information to be send to GCAA AIS department for notification in case the helipad will be use for commercial.

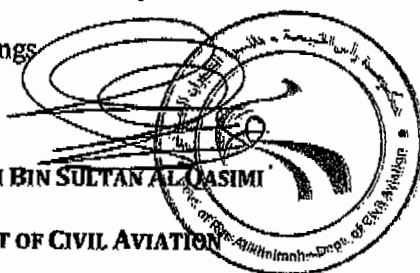
For RAK Police Aviation

1. Notification of the helipad operation to be communicated to RAK Police including the helipad coordinates as following:
 - c. For the office tower E395754.415 & N2852987.331
 - d. For the residential tower E395689.230 & N2853006.688
2. Normal Procedures for VFR Flights in RAK controlled airspace will apply to any operator will operate into the helipad.
3. Due to the close proximity of the both helipads (68 meters) Simultaneous approaches are not allowed unless a safety case has been developed in coordination with the helipad users to ensure safe operations.

Final Greetings

P.P.

ENGR. SALEM BIN SULTAN AL QASIMI
CHAIRMAN
DEPARTMENT OF CIVIL AVIATION



cc: RAK Airport - CEO
RAK Airport ATC
RAK Police - Aviation
RAK- Ministry of Defense

ARENCO

ABDULLAH AHMED ALMOUSA
architectural & engineering consultants

تمت في سنة ١٢٨٥ هـ في شهر ربيع الثاني
بمدينة مكة المكرمة

Our Ref. : 05/1873/RAK/AH/3912
Date : 12/06/2011

M/s. Al Hamad Contracting Co
P.O Box No. 2350
R.A.K. - U.A.E

Fax No: 07- 2273763

Attn.: Mr. Farhan Sahawneh – General Manager

**Ref: Job # 1873 - B+G+43 Com., Res. & Office Building (Julfar Towers)
Ras Al Khaimah for M/s. R.A.K. Properties**

Sub: Practical Completion Certificate

Dear Sir,

We refer to the above mentioned subject,

Please find enclosed practical completion certificate along with Annexures 'A', 'B', 'C' & 'D' for your signature and return.

This is for your necessary action.

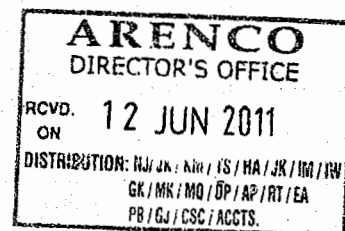
Regards,

For **A R E N C O**
ABDULLAH AHMED AL MOOSA

M. Abdul Hakeem
Resident Engineer

Cc: Mr. John Heck - RAKP
Mr. Mohammed Al Tair - RAKP
Mr. Anwar Ali - RAKP
Mr. S. Ghulati - Arencos
Mr. George - Arencos
File

Encl: Practical Completion Certificate (3 Originals)





شركة الحمد لمقاولات البناء ذ.م.م.
AL HAMAD BLDG. CONT. CO. L.L.C.



Ref. : الإشارة :
Date : التاريخ :

Ref: AHD/EZ11/T1444

Date : 25th September 2011

M/s : ARENCO

ATTENTION OF MR ABDUL HAKEEN – RESIDENT ENGINEER

PROJECT : JULFAR TOWERS

SUBJECT : PRACTICAL COMPLETION CERTIFICATE

Dear Sir,

Further to your letter reference 05/1873/RAK/AH/3912, dated 12th June 2011, we are forwarding to you signed by ourselves the "Certificate of Practical Completion" for Julfar Towers, and would state that our signature is to record the fact of taking over of the works by the consultants but not our acceptance to the lists of comments mentioned in and attached to the Certificate

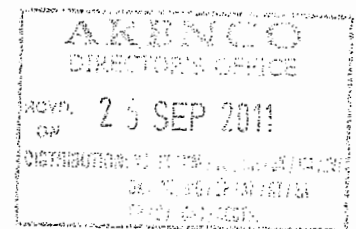
We believe that the comments and attached lists are not standard for the recognized practices of taking over, especially since we have found the majority of them are not relevant, are completed or should be dealt with commercially or contractually.

We attach for you our comments on all the lists. We would appreciate it if the consultant re-issues his relevant snag list in accordance with internationally recognized standards.

Lastly, we confirm that all agreed pending issues will be complete in due course as well as any defects, and not in the 30 day period stated.

Yours Faithfully,
For and on Behalf of Al-Hamad Contracting


NASHAT SAHAWNEH
Chairman

Encl: File Annexure A; File Annexure B; File Annexure C and File Annexure D

HEAD OFFICE :

P.O.Box : 6275 Shj. U.A.E. Tel. : 06-5349666 Fax: 06-5349966
DUBAI BRANCH Tel. : 04-2974335 Fax: 04-2974336
R.A.K. BRANCH Tel. : 07-2334700 Fax: 07-2334755

هاتف : 06-5349666 فاكس : 06-5349966
هاتف : 04-2974335 فاكس : 04-2974336
هاتف : 07-2334700 فاكس : 07-2334755

المكتب الرئيسي :

ص. ب. : ٦٢٧٥ ، الشارقة
مكتب دبي
مكتب رأس الخيمة

**CERTIFICATE OF
PRACTICAL
COMPLETION**

OWNER ☐ ENGINEER ☐
CONTRACTOR ☐ SITE ☐
OTHER ☐

PROJECT :

ENGINEER : ARENCO ABDULLAH AHMED AL MOOSA

(B+G+43) COMMERCIAL, RESIDENTIAL
AND OFFICE BUILDING, JUFAR TOWERS,
ON PLOT NO. 5, DAFAN NAKHEEL,
RAS AL KHAIMAH - U.A.E.

ENGINEER'S PROJECT NUMBER : 1873

TO (OWNER)

CONTRACTOR : AL HAMAD CONTRACTING CO.
P.O. BOX 6275, SHARJAH, U.A.E

RAK PROPERTIES, P.O. BOX NO. 31113,
RAS AL KHAIMAH, U.A.E.

CONTRACT FOR : CONSTRUCTION AND MAINTENANCE
OF ABOVE BUILDING

DATE OF ISSUANCE : 25th MAY, 2011

CONTRACT DATE : 28th AUGUST 2006

PROJECT OR DESIGNATED AREA SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be Practically complete. The Date of Practical Completion is hereby established as 15th MAY, 2011 which is also the date of commencement of defects liability period required by the Contract Documents.

DEFINITION OF DATE OF PRACTICAL COMPLETION

The Date of Practical Completion of the work is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the work or designated portion thereof for the use for which is intended excepting for any outstanding Work of any Statutory undertaking such as The Electricity or Water Departments.

PENDING:

- 1) All service's final testing and commissioning is to be carried out within two weeks time and test certificates are to be submitted such as Electrical, Plumbing, Drainage, Lifts & A/c.
- 2) It is noted that the Owner has not taken over the Bay walk structure which shall be dealt with separately.
- 3) All pending works which are to be completed or corrected by the Contractor as appended hereto vide Annexure A, B, C, D (13 Pages) and RAKP letter ref. RAKP/PD.C/P2/L/189/EVP/11 dated 19 May 2011, shall be carried out during a mutually agreed period of time. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ARENCO, ABDULLAH AHMED AL MOOSA

ENGINEER

BY

DATE

The Contractor will complete or rectify the Work on the list of items appended hereto within 30 days from the above Date of Practical Completion or a mutually agreed period of time.

AL HAMAD CONTRACTING CO

CONTRACTOR

BY

DATE

25.9.2011

The Owner accepts the Work as Practically complete and will assume full possession thereof
At 25th May 2011 (time) on (date).

RAK PROPERTIES

OWNER

BY

DATE

The Contractor is responsible for the rectification of all the above building defects during the 12 months defects liability period in accordance to the condition of the contract i.e. inclusive of 15th MAY 2011 to 14th MAY 2012

Encl: 2334700 (T)
07-2334755 (F)
P.O. Box: 2350
Ras Al Khaimah

This is signed conditional to our letter reference

AHD/E211/T1444, dated 25th September 2011

ARENCO
DIRECTOR'S OFFICE

25 SEP 2011

شركة الدمد لمقاولات البناء ذ.م.م.

AL HAMAD BLDG. CONT. CO. L.L.C.



AHJ411/ 2/5991
25/05/2011

Mr. Farhan Sahawneh.

M/s. ARENCO ENGINEERING CONSULTANT'S
P.O BOX 2622
DUBAI, U.A.E
FAX NO. 04- 3378349

Attn: Mr. Abdul Hakeem
Resident Engineer

Project: AHJ 411 (B+G+43)- Julfar Twin Towers for M/s. RAK Properties on Plot # 5 -
Dafan Nakheel - RAK

Subject: Handing Over the Keys

Dear Sir,

We refer to the above mentioned subject.

As per agreed earlier we hereby handing over the keys of Residential, Office & Podium in Julfar Towers Project.

S. No.	Name	Location	Signature
1	Mr. Riad Kesrouan	Residential Tower	
2	Mr. Vijay Kumar	Office Tower	
3	Mr. Eyad Abu Samra	Podium	
Taking over by			
	Mr. Jawed	RAK Properties	

This is for your information and necessary action.

Yours faithfully,
For and On Behalf of AL HAMAD CONTRACTING Co

Farhan Sahawneh
General Manager

cc: Mr. John Heck - RAKP
Mr. Mohammad Al Tair - RAKP
Mr. Mohammed Anwar Ali - RAKP
Mr. Ghulati - Arenco
Project File

ENCLOSURE - ATTACHED.

Remind copy
25-5-11

Head Office:

Fax: 04-6275 Shj - U.A.E. Tel.: 06-5349666 Fax: 06-5349966

Branch Tel.: 04-2974335 Fax: 04-2974336

Branch Tel.: 07-2334700 Fax: 07-2334755

هاتف: 06-5349666

هاتف: 06-5349966

هاتف: 04-2974335

هاتف: 04-2974336

هاتف: 06-5349666

هاتف: 06-5349966

هاتف: 04-2974335

هاتف: 04-2974336

التاسيس الرئيسي:

ص.ب. 1175، الشارقة

مكتب دبي

مكتب رأس الخيمة



شركة الحمد لمقاولات البناء ذ.م.م
AL HAMAD BLDG. CONT. CO. L.L.C.

ISO 9001
BUREAU VERITAS
Certification

N° 0000



Ref. :

Date :

AHJ 411 /ES/6218
24/6/2012

الإشادة :

التاريخ :

MIXED USE DEVELOPMENT

(B+G+43)

JULFAR TOWERS -RAK

MONORAIL

RESIDENTIAL & OFFICE TOWERS
PRESENTATION, TRAINING & HAND OVER

Sl.No	Name	Organization	Designation	Signature	Date
1	Mr.Mohammed Anwar Ali	RAKP	P.M.		24/6/2012
2	Mr.Mohammed Fiaz	RAKP	F.M.S. SLP		24/6/2012
3	Mr.Vijay Kumar	Al Hamad Cont.	CIVIL ENGINEER		24/6/2012
4	Mr.Hussain Ahmed	Al Najma F.LLC	HUSRAIN		24/6/2012
5	Mr.Mohammed Bipul	Al Najma F.LLC	BIPUL		24/6/2012
6	Mr.Arjun Kumar	Al Najma F.LLC	C. Arjun Kumar		24/6/2012
7	Mr.Mizan Fajlur Rahman	Al Najma F.LLC	MIZAN		24/6/2012
8	Mr.Sahinur Molla	Al Najma F.LLC	SAHIN		24/6/2012
9	Mr.Khairul Islam	Technical Parts	KHAIL	KHARLO	24/6/2012
10	Mr.Soni Philip (055/8677295)	Technical Parts	SONI	SONI	24/6/2012

For RAK Properties

24/6/12

For Al Hamad Cont.Co

24/6/2012

HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E.
DUBAI BRANCH
R.A.K. BRANCH

Tel.:06-5349666
Tel.:04-2974335
Tel.:07-2334700

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فاكس: 06-5349966
فاكس: 04-2974336
فاكس: 07-2334755

هاتف: 06-5349666
هاتف: 04-2974335
هاتف: 07-2334700

المكتب الرئيسي:
ص.ب. : 1275, الشارقة
مكتب دبي
مكتب رأس الخيمة



شركة الحمد لمقاولات البناء ذ.م.م
AL HAMAD BLDG. CONT. CO. L.L.C.



Ref. :
Date : AHJ 411/ES/6185
15/05/2012

الإشارة :
التاريخ :

M/s : RAK Properties
P.O Box 31113
RAK - UAE
Fax : 07 - 2272444

Attn : Mr. Mohammed Sultan Al Qadi - Managing Director & CEO

PROJ: B + G + 43 FLOORS JULFAR TWIN TOWERS AT RAS AL KHAIMAH
FOR RAK PROPERTIES

SUB: Final Payment and Release of Retention

Dear Sir,

We refer to the above subject, please be informed you that defect liability period was completed on May 15, 2012.

Thus you are requested to release the our final payment and also retention amount immediately.

This is for your information and necessary action

For AL HAMAD CONTRACTING CO
Thanks & Regards

Eyad Abu Samra
Project Manager

REMINDER : 1

Cc : M/s Arenco
Mr. Farhan Sahawneh - General Manager
Project file.

28/05/2012

HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E. Tel : 06-5349666 Fax: 06-5349966

DUBAI BRANCH Tel : 04-2974335 Fax: 04-2974336

R.A.K. BRANCH Tel : 07-2334700 Fax: 07-2334755

المكتب الرئيسي:

ص.ب. ٦٢٧٥ الشارقة هاتف : ٠٦-٥٣٤٩٦٦٦ فاكس : ٠٦-٥٣٤٩٩٦٦

مكتب دبي هاتف : ٠٤-٢٩٧٤٣٣٥ فاكس : ٠٤-٢٩٧٤٣٣٦

مكتب رأس الخيمة هاتف : ٠٧-٢٣٣٤٧٥٥ فاكس : ٠٧-٢٣٣٤٧٥٥



شركة الحمد لمقاولات البناء ذ.م.م
AL HAMAD BLDG. CONT. CO. L.L.C.

ISO 9001
BUREAU VERITAS
Certification
N° 0000

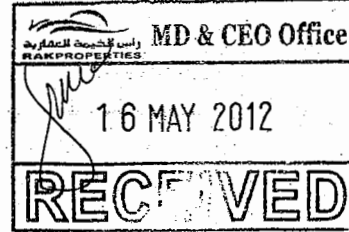


Ref :

Date : AHJ 411/ES/6186

16/05/2012

M/s : RAK Properties
P.O Box 31113
RAK - UAE
Fax : 07 - 2272444



الإشارة :

التاريخ :

Attn : Mr.Mohammed Sultan Al Qadi - Managing Director & CEO

PROJ: B + G + 43 FLOORS JULFAR TWIN TOWERS AT RAS AL KHAIMAH
FOR RAK PROPERTIES

SUB: Performance Bond Bank Guarantee

Dear Sir,

We refer to the above subject, please be informed you that defect liability period was completed on May 15, 2012.

Thus you are requested to release our Performance Bond Bank Guarantee.

This is for your information and immediate necessary action

For AL HAMAD CONTRACTING CO
Thanks & Regards

Eyad Abu Samra
Project Manager

Cc : M/s Arenco
Mr.Farhan Sahawneh -General Manager
Project file.

HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E. Tel.:06-5349666 Fax:06-5349966

DUBAI BRANCH Tel.:04-2974335 Fax:04-2974336

RAK BRANCH Tel.:07-2324700 Fax:07-2324755

المكتب الرئيسي:

ص.ب. : ٦٢٧٥، الشارقة هاتف: ٠٦-٥٣٤٩١١١ فاكس: ٠٦-٥٣٤٩٩٦٦

مكتب دبي هاتف: ٠٤-٢٩٧٤٣٣٥ فاكس: ٠٤-٢٩٧٤٣٣٦

مكتب راس الخيمة هاتف: ٠٧-٢٣٢٤٧٥٥ فاكس: ٠٧-٢٣٢٤٧٥٥

Our Ref. : 05/1873/AH/4149

November 22, 2012

M/s. Al Hamad Cont. Co.
P O Box 2350,
R. A. K., U A E

Fax # 07-2273763 / 06-5349966

Attn. : Mr. Farhan Sahawneh – General Manager

Dear Sirs,

**Re : 1873 – B+G+43 Com., Res. & Office Building (Julfar Towers),
Ras Al Khaimah for R. A. K. Properties**
Sub. : RELEASE OF FINAL PAYMENTWith reference to your letter ref.AHJ411/ES/6553 dated 11th October 2012 for the above mentioned project:-

- 1) Lifts and Escalatos, Landscape Works, Signage Works and 11kV Switchgear Works have been handed over and 1 set of 'As Built Drawings' and relevant Operation & Maintenance Manuals have been submitted to RAKP and with a copy to AHC.

The details of outstanding payment for nominated Sub Contractors for the above Works has been signed by Arenco and issued to RAKP and it is under progress with them.

- 2) The **final** Handing-over of Façade Lights, Swimming Pool and Cradle for Window Cleaning Works are not yet completed in order to witness by all parties i.e. RAKP, Arenco, AHC and other related Sub Contractors.

Please arrange the handing over procedure as per agreed system by all parties concerned, so as to enable us to recommend the release of the final payment.

Also please **ensure** that all outstanding **snags** (as per list enclosed) and other matters are completed at the **earliest**.

This is for your information and necessary action.

Yours faithfully,
for **ARENCO**
ABDULLAH AHMED ALMOOSA


SUPPARAYAN
Resident Engineer

Encl. : A/A

Cc : Mr. Mohamed Al Tair / Mr. Nabil Awad - RAKP

Cc : SG/GJ - Arenco

Head Office: Arenco Tower, Dubai Media City, P.O. Box : 2622 DUBAI - U.A.E.
Tel: 4401110 Fax: 4328910, E mail: arencoar@emirates.net.ae

Branches : P.O. Box 43220 ABU DHABI - U.A.E. Tel: 6260240 Fax: 6260241
P.O.Box 21053 SHARJAH - U.A.E. Tel: 5745678 Fax: 5745679



المكتب الرئيسي: برج ارنكو، مدينة دبي للإعلام، ص. ب. ٢٦٢٢ - دبي - ا.ع.م.
تلف: ٤٤٠١١١٠ : فاكس: ٤٣٢٨٩١٠، البريد الإلكتروني: arencoar@emirates.net.ae
الفروع: ص.ب: ٤٣٢٢٠ أبوظبي - ا.ع.م. هاتف: ٦٢٦٠٢٤٠ : فاكس: ٦٢٦٠٢٤١
ص.ب: ٢١٠٥٣ الشارقة - ا.ع.م. هاتف: ٥٧٤٥٦٧٨ : فاكس: ٥٧٤٥٦٧٩

ARENCO

25.11.2012

LIST OF STILL "PENDING ITEMS" :-**Balance 'As Built' Drawings:**

- I** a) Architectural Plan only submitted, but are also required to submit all other detailed drawings;
 b) Structural 'As Built for Podium'
 c) Swimming Pools;
 d) Ceramic Tiles – Plans, Layout and detailed drawings;
 e) Marble & Granite – Plan, layout and other drawings;

II Balance Operation & Maintenance Manual Submittals:

- a) Generator;
 b) Light Fitting;
 c) Wiring Accessories (Switch & Socket);

III Balance Testing & Commissioning Reports:

- a) Electrical Items:
 i) Capacitor Bank – T&C still balance, even after obtaining permanent power supply;
 ii) Audio Video System – Not completed at Office Tower;
 iii) Card Access System
 b) Mechanical Items:
 Garbage Chute – No. of trolleys are not delivered as per drawings.

IV Government Authorities Approvals :

No documents submitted by AHC except Civil Defence Certificate.

V Guarantees / Warranties :

Partially balance to submit.

VI Spare Parts :

- i) Water Meters;
 ii) Fire Protection System;
 iii) Fire Alarm & Detection System;
 iv) Light Fittings;
 v) BTU Meters etc., to submit.

VII Training to client's Representative

- c) Sliding Doors

VIII De-snagging Comments and NCR Close-out

- i) De-snagging Comments partially balance;
 ii) NCR – 1 No. not yet closed.

IX Unattended / Left-over Activities

- Partially Balance, find some of the items under serial no. XII.

X Floor Occupancy chart

- Not provided.

XI Activities to be done:

1. Access Platform - Approx. 5% of the works is still outstanding for Res. Towers.
2. Air Filtration and Water Penetration - Not done.
Tests for the Aluminium Curtain Wall for both towers and Podium
3. Life Guard Chair at Swimming Pool in 2nd Level Podium - Not done.
4. 2 Nos. Open Shower at Swimming Pool Deck - Not done (Cost Savings included in Variation No.75).
5. Installation and testing Audio System at Office Tower, decoder to be provided – Not completed (cost saving included in Variation No.87).
6. Low wall water feature at GL 13-18/N-P - Remain with same status.
On GF Level Podium, the same is not built as per the approved shop drawing
7. Civil Defence Certificate



شركة الحمد لمقاولات البناء ذ.م.م
AL HAMAD BLDG. CONT. CO. L.L.C.

13



Ref. :

AHJ 411/ES/6557

Date :

November 28. 2012

الإشارة :

التاريخ :

M/s : ARENCO ENGINEERING CONSULTANTS
P.O BOX 2622, DUBAI UAE
FAX NO. 04-3378349

ATTN : Mr.Sanjeev Ghulati - Director

PROJ : AHJ 411(B+G+43) - JULFAR TWIN TOWERS AT RAK PROPERTIES ON
PLOT#5 - DAFAN NAKHEEL - RAK

SUB : RELEASE OF FINAL PAYMENT

Dear Sir,

Thank you for your letter No 05/1873/AH/4149 dated November 22, 2012 as a reply to our letter reference No AHJ 411/ES/6553 dated 11.10.2012. **after 42 days**. Please be informed that contents of your letter are not true and away from fact, same as your previous letters for the same subject and also there is no effort from Arenco staff to check the **approval status** of works upto date. Kindly note the following works have already been completed and handed over to M/s Arenco / M/s RAK Properties.

1. Structural as built drawings submitted to M/s Arenco (copy attached)
2. Architectural as built drawings submitted to M/s Arenco (copy attached)
3. Generators handed over (copy attached)
4. Light Fitting O & M handed over (copy attached)
5. Wiring Accessories O & M handed over (copy attached)
6. Capacitor Bank handed over (copy attached)
7. Audio video system Office Tower -Included in cost saving variation # 87
8. NOC from Etisalat - (copy of letter attached)
9. Building Completion certificate.- (copy of letter attached)
10. Civil Defence Certificate submitted (copy attached)
11. Spare parts was included with O&M and same was submitted
12. De-snagging comments attended maintenance upto defect liability period .
13. Access platforms in QTS completed with WIR dated 28.10.12 & 4.11.2012 and inspected by Arenco on 27.11.2012..
14. Life guard chair at Swimming pool completed.
15. Low wall feature at GL 13-18 - NCR # 473 closed with cost saving
16. Window cleaning system completed and handed over to Client (Arenco was absent) (copy attached) and in use by RAK Properties.
17. Swimming pool inspection completed by Client (Arenco was absent) and in use by RAK Properties.

Thus we request M/s Arenco to release our Final payment immediately, otherwise Arenco is responsible for all the consequences and Al Hamad Cont.has right to claim extension of time with cost till the final payment is not paid.

This is for your kind information, record and necessary action.

Cont'd page 2

HEAD OFFICE:

P.O.Box : 6275 Shj. U.A.E.
DUBAI BRANCH
R.A.K. BRANCH

Tel.:06-5349666
Tel.:04-2974335
Tel.:07-2334700

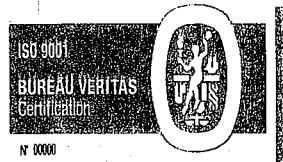
Fax:06-5349966
Fax:04-2974336
Fax:07-2334755

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فاكس: 06-5349966
هاتف: 04-2974335
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المكتب الرئيسي:
ص.ب. : 1275، الشارقة
مكتب دبي
مكتب رأس الخيمة

شركة الحمد لمقاولات البناء ذ.م.م
AL HAMAD BLDG. CONT. CO. L.L.C.



Yours faithfully,

الإشارة :
التاريخ :

For and on Behalf of AL HAMAD CONTRACTING CO.

ENG. EYAD ABU SAMRA

Projects Manager

Encl: Same as above

Cc: Mr. Mohammad Sultan Al Qadi, MD & CEO - RAK Properties
Mr. Farhan Sahawneh - General Manager
Project File



HEAD OFFICE:

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مكتب رأس الخيمة